

VIAalta.com, Inc.

DVD CCA 202485
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

DEFENDANT'S
EXHIBIT
ARL

"AT A GLANCE"

98b

Technology: CSS

Company Name: VIA Ha.com, Inc.

Country Location / Time Difference: USA - CA / + hrs.

Contact Person: Russell Ying (Mr. or Ms. or other)

Tel: 510 492 1775 Fax: 510 492 1800 Email: @

Business (Membership) Category in DVD / Processes (A, B or C):

| | |
|---|--|
| <input type="checkbox"/> Contents Provider* / B <input type="checkbox"/> Authoring Studio* / B <input type="checkbox"/> DVD Disc Replicator* / B <input type="checkbox"/> DVD Disc Formatter Manufacturer / C <input type="checkbox"/> DVD Player Manufacturer / C <input type="checkbox"/> DVD-ROM Drive Manufacturer / C | <input type="checkbox"/> Decoder Manufacturer (hardware/software) / C <input type="checkbox"/> Descramble Chip Manufacturer / C <input type="checkbox"/> Authentication Chip Manufacturer for DVD-ROM Drive / C <input type="checkbox"/> Authentication Chip Manufacturer for Decoder / C <input checked="" type="checkbox"/> Integrator* / A (no charge) <input checked="" type="checkbox"/> Reseller* / A (no charge) <input type="checkbox"/> Other (_____) |
|---|--|

*Members not to receive CSS General Description

NOTE: ONLY CHECK BELOW BOXES IF THE RESPECTIVE LINE ITEM HAS BEEN COMPLETED

Status / Process "A" (free of charge)

| Status / Process "A" (free of charge) | Procedure | Date |
|--|--|-------------|
| <input checked="" type="checkbox"/> Step 1 | Receive Prospective Licensee (PL) Initial Contact (via web email or fax) | - - 00 |
| <input checked="" type="checkbox"/> Step 1 | Send PL Explanation & Inquiry Sheet (general packet) | - - 00 |
| <input checked="" type="checkbox"/> Step 2 | Receive Completed Inquiry Sheet from PL - verify; If OK, then: | 3 - 20 - 00 |
| <input checked="" type="checkbox"/> Step 2 | Send PL* 2 copies of CSS Interim Associate License Agreement | 3 - 22 - 00 |
| <input checked="" type="checkbox"/> Step 3 | Receive both executed versions of CSS Interim Associate License Agreement (signed w/ blue ink) - John counter-signs | 4 - 4 - 00 |
| <input checked="" type="checkbox"/> Step 3 | Send Licensee 1) copy of countersigned CSS Interim Associate License Agreement; 2) CSS Interim Associate License Certificate and 3) Receipt of Document form (for Certificate) | 4 - 5 - 00 |
| <input type="checkbox"/> Step 4 | Receive and file Licensee signed Receipt of Document form (for Certificate) | - - 00 |

Status / Process "B" (\$10k for one or all 3 categ.)

| Status / Process "B" (\$10k for one or all 3 categ.) | Procedure | Date |
|--|--|--------|
| <input type="checkbox"/> Step 1 | Same as above - PL should have DVD format book from DVD Forum | - - 00 |
| <input type="checkbox"/> Step 1 | Same as above | - - 00 |
| <input type="checkbox"/> Step 2 | Receive Completed Inquiry Sheet from PL - Note re IS: must verify DVD Serial No. with Toshiba (Ms. Fukuda); if OK, then: | - - 00 |
| <input type="checkbox"/> Step 2 | Send PL* 1) CSS General Description; 2) 2 copies of CSS Interim License Agreement and 3) procedural specification (pink book) | - - 00 |
| <input type="checkbox"/> Step 3 | Receive via mail only both executed versions of CSS Interim License agreement (signed w/ blue ink) - John counter-signs | - - 00 |
| <input type="checkbox"/> Step 3 | Send Licensee 1) copy of countersigned CSS Interim License Agreement and 2) invoice for \$10k | - - 00 |
| <input type="checkbox"/> Step 4 | Receive Licensee invoice payment \$10k - verify with Annie | - - 00 |
| <input type="checkbox"/> Step 4 | Send Licensee* 1) Content Side Guide Book; 2) CD-R w/ CSS Key Input program; 3) CSS Interim License Certificate and 4) Receipt of Document form (for Certificate) | - - 00 |
| <input type="checkbox"/> Step 5 | Receive 1) and file Licensee signed Receipt of Document form; 2) floppy disks with resultant CSS Key Program - DVD CCA completes the key generation process [Floppies usually arrive in separate shipment] | - - 00 |
| <input type="checkbox"/> Step 5 | Send Licensee* a Receipt of Items form (for keys) | - - 00 |
| <input type="checkbox"/> Step 6 | Receive and file Licensee signed Receipt of Key form - verify if OK | - - 00 |

Status / Process "C" (\$10k for each category)

| Status / Process "C" (\$10k for each category) | Procedure | Date |
|--|--|--------|
| <input type="checkbox"/> Step 1 | Same as above - PL should have DVD format book from DVD Forum | - - 00 |
| <input type="checkbox"/> Step 1 | Same as above | - - 00 |
| <input type="checkbox"/> Step 2 | Receive Completed Inquiry Sheet from PL - Note re IS: must verify DVD Serial No. with Toshiba (Ms. Fukuda); if OK, then: | - - 00 |
| <input type="checkbox"/> Step 2 | Send PL CSS General Description and 2 copies of NDA | - - 00 |
| <input type="checkbox"/> Step 3 | Receive via mail only both executed versions of NDA (signed w/ blue ink) - John counter-signs | - - 00 |
| <input type="checkbox"/> Step 3 | Send PL 1) copy of countersigned NDA and 2) invoice | - - 00 |
| <input type="checkbox"/> Step 4 | Receive PL invoice payment \$500 (per copy/ title) - verify with Annie | - - 00 |

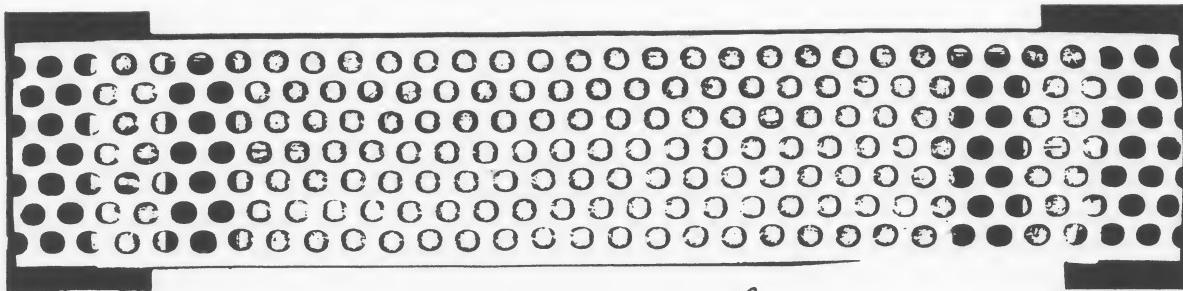
"AT A GLANCE"

| | | |
|---------------------------------|--|--------|
| <input type="checkbox"/> Step 4 | Send PL 1) <u>technical specification</u> (blue book titles -- applicable parts of CSS spec.) and 2) <u>Receipt of Document form</u> | - - 00 |
| <input type="checkbox"/> Step 5 | Receive 1) and file PL signed <u>Receipt of Document form</u> ; 2) <u>If PL desires to continue</u> : PL informs DVD CCA via email / fax | - - 00 |
| <input type="checkbox"/> Step 5 | Send PL 1) <u>2 executable copies of CSS Interim License Agreement</u> and 2) <u>procedural specification</u> (pink book) | - - 00 |
| <input type="checkbox"/> Step 6 | Receive <u>via mail only</u> both executed versions of CSS Interim License agreement -- desired categories must be selected (signed w/ blue ink) - John counter-signs | - - 00 |
| <input type="checkbox"/> Step 6 | Send Licensee 1) copy of <u>countersigned CSS Interim License Agreement</u> and 2) <u>Invoice (\$10k per corresponding number of selected categories - applicable parts of CSS)</u> | - - 00 |
| <input type="checkbox"/> Step 7 | Receive Licensee invoice payment <u>\$10k per number of selected categories</u> - verify with Annie | - - 00 |
| <input type="checkbox"/> Step 7 | Send Licensee 1) CSS Interim License Certificate; 2) <u>Receipt of Document form</u> (for Certificate); 3) <u>highly confidential info</u> (based on category) and [for spec. 609 only: 4) Master Key Annex 1] | - - 00 |
| <input type="checkbox"/> Step 8 | Receive and file Licensee signed <u>Receipt of Document form</u> (for Certificate) | - - 00 |

Post Licensing

Content Providers (Contents Provider, Authoring Studio*, DVD Disc Replicator*)

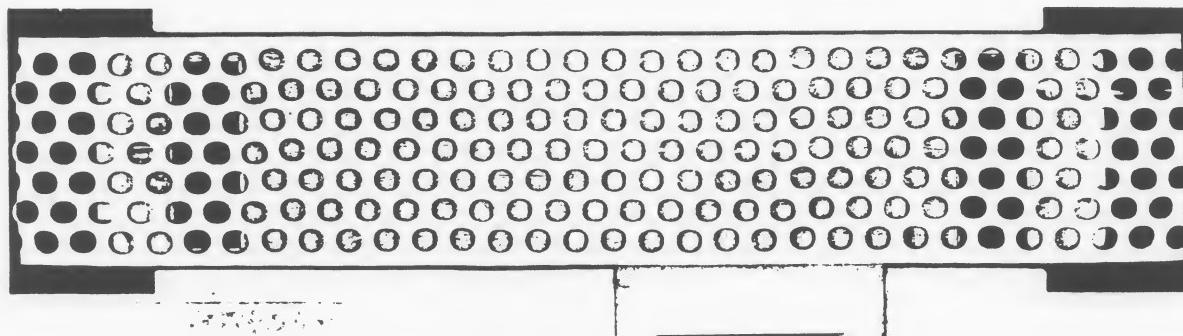
| Floppy Disk Serial No.(s) | Date Received: | Date Processed: | Date Sent: |
|---------------------------|----------------|-----------------|------------|
| | - - 00 | - - 00 | - - 00 |
| | - - 00 | - - 00 | - - 00 |
| | - - 00 | - - 00 | - - 00 |
| | - - 00 | - - 00 | - - 00 |
| | - - 00 | - - 00 | - - 00 |
| | - - 00 | - - 00 | - - 00 |
| | - - 00 | - - 00 | - - 00 |
| | - - 00 | - - 00 | - - 00 |
| | - - 00 | - - 00 | - - 00 |
| | - - 00 | - - 00 | - - 00 |
| | - - 00 | - - 00 | - - 00 |
| | - - 00 | - - 00 | - - 00 |
| | - - 00 | - - 00 | - - 00 |



To Paula

received

3/20/10



DVD CCA 202488
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

DVD CCA CSS License Inquiry Sheet

(Business Information)

1. Contact Person

(We will send the information to Contact Person. Please write clearly)

1.1. Name of contact person

TAI NGUYEN

1.2. Name of Company/Division/Title

Company: VIALTA.COM

Division: _____

Title: VP BUSINESS DEVELOPMENT

1st
Information
Received -
Russell King
replies to all

db
pr

1.3. Address (Country)

48401 FREMONT BLVD
FREMONT, CA 94538
U.S.A

db note: →

"same address as
record 100"
(ESS Tech)

- computer defaults
to ESS when entered

1.4. Telephone/Facsimile Number/E-mail Address

Tel: 510-492-1775

Fax: 510-492-1800

E-mail: TAI.NGUYEN@VIALTA-INC.COM

DVD CCA 202489
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

2/11/00

2. Company information

2.1. Official Name of your Company

VIALTA.COM, INC.

2.2. Address of the head office (Country)

48401 FREMONT BLVD
FREMONT, CA 94538
U.S.A

2.3. Date of establishment

AUGUST 1999

2.4. Amount of Capital

MORE THAN U.S. \$400 MILLION

2.5. Number of Employees

MORE THAN 40

2.6. Outline of business

CONSUMER APPLIANCE

DVD CCA 202490
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

2.7. Business Category in DVD

- Contents Provider
- Authoring Studio
- DVD Disc Replicator
- DVD Disc Formatter Manufacturer
- DVD Player Manufacturer
- DVD-ROM Drive Manufacturer
- Decoder Manufacturer (hardware/software)
- Descramble Chip Manufacturer
- Authentication Chip Manufacturer for DVD-ROM Drive
- Authentication Chip Manufacturer for Decoder
- Integrator
- Reseller

Others (Please describe below.)

DVD CCA 202491
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

3. CSS License Category Selection

(If you select "Integrator" and/or "Reseller" only, you need not fill out the following items. However you cannot receive "General Description of The DVD Contents Scramble System".)

3.1. Proposed use(s) of the Contents Scrambling Information

- Contents Provider *
 - Authoring Studio *
 - DVD Disc Replicator *
 - Disc Formatter Manufacturer *
 - DVD Player Manufacturer *
 - DVD-ROM Drive Manufacturer *
 - Decoder Card Manufacturer *
 - Descramble Chip Manufacturer *
 - Authentication Chip Manufacturer for DVD-ROM Drive *
 - Authentication Chip Manufacturer for Decoder *
 - Integrator *
 - Reseller *
 - research and development
 - evaluation only
 - others (Please describe below.)

- * Our receipt of this Inquiry Sheet shall not be deemed to grant a license to your company.

3.2.Your serial No. of "DVD specifications for Read-Only Disc (Ver 1.0 or more)"

Serial No. _____

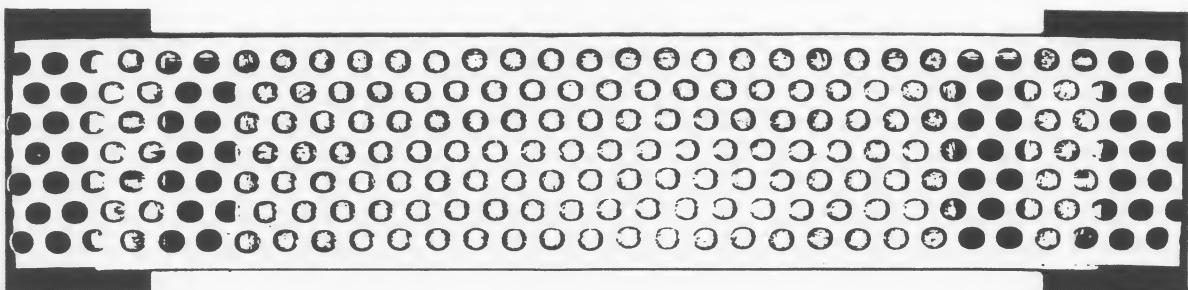
Serial No. _____

Serial No. _____

(CSS technologies are constructed over DVD technology and we will disclose some of them in our CSS technical specifications. Accordingly, it is a requisite condition to confirm that you are an official Book contractor with Toshiba. Your DVD Book Serial number is a very important part of the CSS License application. If you have the number, please write it in the area designated above. If you do not have it, please contact Ms. Owashi, Strategic Partnership & Licensing Division, Toshiba Corporation, Japan. Her FAX number is +81-3-5444-9430. Her Tel number is +81-3-3457-2643. She can provide you with information on the process of obtaining a DVD Book. This condition does not apply to the Integrator and/or Reseller categories.)

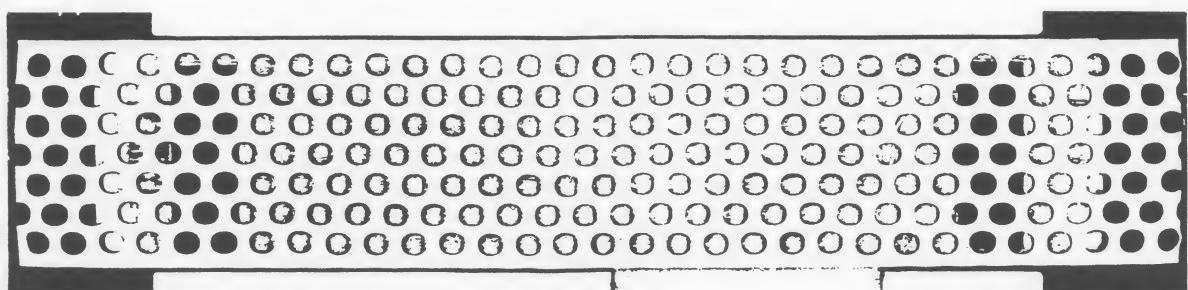
3.3. Your requested number of copies of the "General Description of The DVD Contents Scramble System".

DVD CCA 202492
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY



Counter
mail

CCA



DVD CCA 202493
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

EXHIBIT "E1"
TO
CSS INTERIM LICENSE AGREEMENT

ASSOCIATE LICENSE AGREEMENT FOR ASSEMBLERS

| | |
|---------------------------|--|
| Company Name of Associate | ViAlta.com, Inc. |
| Address: | 48401 fremont Blvd. Fremont, CA 94538 |
| Contact Name | Tai Nguyen |
| Title: | V.P. of Business Development |
| Division: | |
| Telephone Number: | (415) 492-1775 |
| Facsimile Number: | (415) 492-1800 |
| E-mail address: | Tai.Nguyen@ViAlta-inc.com |

This CSS ASSOCIATE LICENSE AGREEMENT FOR ASSEMBLERS ("Agreement") is made and entered into as of 4-3-00 (the "Effective Date") by and between: (i) DVD CCA., an American corporation having offices located at 225 B Cochrane Circle, Morgan Hill, CA 95037 ("DVD CCA") or its assignee ("Licensor"); and (ii) the company named above ("Associate"). This Agreement includes this document and accompanying Attachment documents labeled A, B, and C.

Background

The Content Scramble System ("CSS") is a technical method for protecting the rights of copyright owners in digital materials stored on DVD media. It relies on scrambling the materials and on requiring companies that wish to make devices to descramble and view the materials to follow certain rules in the design and distribution of their products.

To preserve the integrity of CSS, certain components which perform critical functions such as descrambling and authentication may only be distributed to parties who agree to use and distribute them as required by the current CSS Assembly Specification (defined below) and this Agreement.

Agreement

In consideration of the above and of being authorized (1) to receive certain components related to CSS, (2) to assemble such components in accordance with the CSS Assembly Specification, and (3) to distribute products containing such components in accordance with this Agreement, Associate agrees and promises as follows:

1. Definitions.

- 1.1 "Schedule 2 Products" are defined and identified on Attachment A and are subject to the requirements of this Agreement.
- 1.2 "Schedule 3 Products" are defined and identified on Attachment A. Generally these may be sold to the public.
- 1.3 "CSS Assembly Specification" means the mandatory specification governing the use of Schedule 2 Products and related matters, as contained in Attachment C, as such attachment may be amended from time to time by Licensor.

2. Handling Schedule 2 Products.

DVD CCA 202494
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

- 2.1. Modifications. Associate shall not and agrees that it will not rework, modify, or reverse engineer any Schedule 2 Products, except for steps necessarily taken to incorporate Schedule 2 Products into Schedule 3 Products according to the CSS Assembly Specification.
- 2.1.a. Redistribution. Schedule 2 Products may only be distributed:
- 2.1.b. to any person or entity when properly incorporated into Schedule 3 Products as set out in this Agreement, or
- 2.1.c. to CSS Licensees or other Associates to be used and distributed only under the terms and restrictions of their respective licenses.
- 2.2. Associate agrees that it will not distribute Schedule 2 Products to any other persons.
- 2.3. Other Licensees. Licensor will make available a list of CSS Licensees and other Associates; Associate shall not distribute Schedule 2 Products to any other person or entity.
- 2.4. Modification of Specifications and Product Definitions. By written notice given no less than 18 months in advance, the CSS Assembly Specifications and the definitions in Attachment A may be modified by Licensor as required for consistency with other CSS licenses.
3. Liability for Violation. Failure to comply with the terms of this Agreement, including but not limited to failure to adhere to the CSS Assembly Specification, or distribution of Schedule 2 Products in violation of this Agreement, will subject Associate to legal liability, including injunctions, damages and termination of Associate's status. Licensee acknowledges that in the event of breach of its obligations hereunder money damages alone will not adequately compensate an injured party, including an injured third party beneficiary, and that injury to such party will be irreparable. In the event of any breach, Licensor and/or other CSS Licensees, including owners of the copyright rights in content protected by CSS, shall be entitled to bring an action at law or in equity, including as third party beneficiaries of this Agreement against Associate to enforce the terms of the Agreement and in any such action to specific performance or other temporary, preliminary or permanent injunctive relief and for damages.
4. Access to Intellectual Property. Associate agrees to comply with the provisions of Attachment B, which are incorporated hereby as part of this Agreement.
5. General Terms.
- 5.1. Entire Agreement. This Agreement may not be modified except by written agreement dated subsequent to the date of this Agreement and signed by both parties.
- 5.2. Other Licenses. This Agreement only permits Associate to receive certain parts manufactured under license from Licensor. Neither Licensor nor any other party shall be responsible for other permissions or licenses which may be needed in the manufacture or sale of any product.
- 5.3. Assignment. Associate shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of Licensor. Licensor may assign or transfer this Agreement and/or any of its rights or obligations hereunder.
- 5.4. Notices. Associate's address for notices under this Agreement shall be the address set out on the first page hereof. Licensor's address for notices hereunder is:

DVD Copy Control Association

225 B Cochrane Circle, Morgan Hill, CA 95037

Attn: President John Hoy

Fax: 1 (408) 779-9291

- 5.5 *Governing Law; Jurisdiction.* This agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, excluding that body of law relating to conflicts of law principles. Associate irrevocably consents to the exclusive jurisdiction and venue in the federal and state courts located in California and to the effectiveness, execution and enforcement of any order or judgment of such court throughout the world.
- 5.6 *Term.* The license granted under this Agreement shall expire on the 90th day after the DVD Copy Control Association becomes the licensor of CSS technology for video applications, unless earlier terminated by written notice for any or no reason of one party to the other at the address set out herein or at such other address as may be changed by written notice. Licensee is advised that the DVD Copy Control Association is expected to become the licensor of CSS technology sometime during the third quarter of 1999 and is expected to issue replacement CSS associate licenses substantially in the same form as this Agreement. Termination or expiration shall not affect Associate's obligations hereunder or enforcement thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

DVD COPY CONTROL ASSOCIATION

ASSOCIATE:

Signature



Printed Name John Hoy

Title President

Date 4/4/00

VIALTA.COM, INC

Signature



Printed Name TAI NGUYEN

Title V P OF BUSINESS DEVELOPMENT

Date 4/3/00

EXHIBIT "E2"
 TO
CSS INTERIM LICENSE AGREEMENT
ASSOCIATE LICENSE AGREEMENT FOR RESELLERS

| | |
|---------------------------|------------------------------|
| Company Name of Associate | ViAlta.com, Inc. |
| Address: | 48401 Fremont Blvd |
| | Fremont, CA 94538 |
| Contact Name | Tai Nguyen |
| Title: | V.P. of Business Development |
| Division: | |
| Telephone Number: | (415) 492-1775 |
| Facsimile Number: | (415) 492-1800 |
| E-mail address: | Tai.Nguyen@ViAlta-inc.com |

This CSS ASSOCIATE LICENSE AGREEMENT FOR RESELLERS ("Agreement") is made and entered into as of 4-3-00 (the "Effective Date") by and between: (i) DVD COPY CONTROL ASSOCIATION, an American corporation having offices located at 225 B Cochrane Circle, Morgan Hill, CA 95037 ("DVD CCA") or its assignee ("Licensor"); and (ii) the company named above ("Associate"). This Agreement includes this document and accompanying Attachment documents labeled A and B.

Background

The Content Scramble System ("CSS") is a technical method for protecting the rights of copyright owners in digital materials stored on DVD media. It relies on scrambling the materials and on requiring companies that wish to make devices to descramble and view the materials to follow certain rules in the design and distribution of their products.

To preserve the integrity of CSS, certain components which perform critical functions such as descrambling and authentication may only be distributed to parties who agree to use and distribute them as required by the current CSS Assembly Specification (defined below) and this Agreement.

Agreement

In consideration of the above and of being authorized (1) to receive certain components related to CSS and (2) to distribute such components in accordance with this Agreement, Associate agrees and promises as follows:

1. **Definitions.**
 - 1.1. "Schedule 1 Products" are defined and identified on Attachment A to this Agreement and are subject to the requirements of this Agreement.
 - 1.2. "Schedule 2 Products" are defined and identified on Attachment A to this Agreement and are subject to the requirements of this Agreement.
2. **Handling Schedule 1 and Schedule 2 Products.**
 - 2.1. **Modifications.** Associate shall not rework, modify, or reverse engineer any Schedule 1 or Schedule 2 Products, and shall not assemble or combine any Schedule 1 or Schedule 2 Products with each other or any other product.
 - 2.2. **Redistribution.**
 - 2.2.a. Schedule 1 Products may be distributed only to CSS Licensees authorized to receive such products or other Associate Licensee Resellers subject to this Associate License for Resellers.
 - 2.2.b. Schedule 2 Products may only be distributed to CSS Licensees or other Associates License Resellers or Associate License Assemblers to be used and distributed only under the terms and restrictions of their respective licenses.
 - 2.2.c. Associate agrees not to distribute Schedule 1 or Schedule 2 Products to any other person.
 - 2.3. **Other Licensees.** Lessor will make available a list of CSS Licensees and other Associates; Associate shall not distribute Schedule 1 or Schedule 2 Products to any other person or entity not on such list and authorized to receive such products.
3. **Modification of Product Definitions.** By written notice given no less than 18 months in advance, the definitions in Attachment A may be modified by Lessor as required for consistency with other CSS licenses.
4. **Liability for Violation.** Failure to comply with the terms of this Agreement, including but not limited to distribution of Schedule 1 or 2 Products in violation of this Agreement, will subject Associate to legal liability, including injunctions, damages and termination of Associate's status. Licensee acknowledges that in the event of breach of its obligations hereunder money damages alone will not adequately compensate an injured party, including an injured third party beneficiary, and that injury to such party will be irreparable. In the event of any breach, Lessor and/or other CSS Licensees, including owners of the copyright rights in content protected by CSS, shall be entitled to bring an action at law or in equity, including as third party beneficiaries of this Agreement against Associate to enforce the terms of the Agreement and in any such action to specific performance or other temporary, preliminary or permanent injunctive relief and for damages.
5. **Access to Intellectual Property.** Associate agrees to comply with the provisions of Attachment B, which are incorporated hereby as part of this Agreement.
6. **General Terms.**
 - 6.1. ***Entire Agreement.*** This Agreement may not be modified except by written agreement dated subsequent to the date of this Agreement and signed by both parties.
 - 6.2. ***Other Licenses.*** This Agreement only permits Associate to receive certain parts manufactured under license from Lessor. Neither Lessor nor any other party shall be responsible for other permissions or licenses which may be needed in the manufacture or sale of any product.

6.3. *Assignment.* Associate shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of Licensor. Licensor may assign or transfer this Agreement and/or any of its rights or obligations hereunder.

6.4. *Notices.* Associate's address for notices under this Agreement shall be the address set out on the first page hereof. Licensor's address for notices hereunder is:

DVD Copy Control Association
225 B Cochrane Circle
Morgan Hill CA 95037
Attn: President, John Hoy
Fax 1 (408) 779-9291

6.5. *Governing Law; Jurisdiction.* This agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, excluding that body of law relating to conflicts of law principles. Associate irrevocably consents to the exclusive jurisdiction and venue in the federal and state courts located in California and to the effectiveness, execution and enforcement of any order or judgment of such court throughout the world.

6.6. *Term.* The license granted under this Agreement shall expire on the 90th day after the DVD Copy Control Association becomes the licensor of CSS technology for video applications, unless earlier terminated by written notice for any or no reason of one party to the other at the address set out herein or as at such other address as may be changed by written notice. Licensee is advised that the DVD Copy Control Association is expected to become the licensor of CSS technology sometime during the third quarter of 1999 and is expected to issue replacement CSS associate licenses substantially in the same form as this Agreement. Termination or expiration shall not affect Associate's obligations hereunder or enforcement thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

DVD COPY CONTROL ASSOCIATION

ASSOCIATE:

Signature



Printed Name John Hoy

Title President

Date 4/4/00

VIALTA.COM, INC

Signature



Printed Name TAI NGUYEN

Title VP OF BUSINESS DEVELOPMENT

Date 4/3/00

ATTACHMENT "A"
TO
ASSOCIATE LICENSE AGREEMENT

CSS CONTROLLED PRODUCTS AND SCHEDULE 3 PRODUCTS

Definitions:

"Schedule 1 Products":

Products that are not Schedule 2 or Schedule 3 Products or that are Authenticators, Descramblers, or CSS Decoders that output data other than as permitted for Schedule 2 or Schedule 3 Products.

"Schedule 2 Products":

Products which incorporate any part of the Contents Scramble System and which, in addition to other permitted outputs, has as an output for descrambled decompressed video in digital form.

"Schedule 3 Products":

Section 1.01 CSS Compliant Products which output previously CSS-scrambled data only in a Protected form.

"Protected"

A configuration in which a data stream or signal is not output except (i) via encrypted, scrambled, or otherwise secure link or method authorized hereunder either through a device's or component's authorized output or to the next component or device which in turn has an authorized output; or (ii) directly as uncompressed video data to a graphics subsystem via an internal computer path. For purposes of this definition, authorized outputs and methods hereunder are those referenced in sections 6.2.1.1, 6.2.1.3, 6.2.2, 6.2.4, and 6.2.5 of the CSS Procedural Specifications, including any upgrades or modifications thereto.

Examples of Schedule 1 Products:

- ① Chips that perform CSS authentication and/or descrambling but do not perform MPEG decompression.
- ② CSS Decoders that output MPEG compressed video.

Example of Schedule 2 Products:

- ① A chip or software which has as its input CSS Scrambled data, and has as its output descrambled decompressed video in digital form.

Examples of Schedule 3 Products:

- ① A DVD player in which the only video output is an NTSC port with the mandated analog protection system. Other outputs may also be present if they are "protected" as defined here.
- ② A PC add-in card having NTSC outputs as above and descrambled decompressed video directed toward the target computer's graphics subsystem.
- ③ A computer which releases CSS Video Data only via Protected outputs and otherwise meets the requirements of the Assembly Specification.

ATTACHMENT "B"
TO
ASSOCIATE LICENSE AGREEMENT

ACCESS TO INTELLECTUAL PROPERTY

- (a) **Absolutely Necessary Claim.** Associate shall not, and shall cause each of its Controlled Companies not to, assert any Absolutely Necessary Claim(s) allegedly contained in the portions of the CSS Specifications pertaining to CSS, against DVD CCA or any CSS Licensee (including its Permitted Sublicensees) or vendor, distributor, purchaser or other person in the chain of distribution for the manufacture, use, distribution, offer to sell, sale, import, or other transfer of a CSS Compliant Product which was made under license from DVD CCA, provided that this Attachment B only applies to those aspects of such CSS Compliant Product which are required for compliance with CSS Specifications and which cannot be implemented without infringing (but for this covenant) the Absolutely Necessary Claim(s) and further provided that this Covenant shall not apply with respect to an entity which is asserting an Absolutely Necessary Claim against Associate.
- (b) **Disc Immunity.** Associate shall not, and shall cause each of its Controlled Companies not to, assert any claim(s) based on Disc IP against any CSS Licensee who is a Content Provider, Authoring Studio, or DVD Disc Replicator or vendor, distributor, purchaser or other person in the chain of distribution for the manufacture, use, distribution, offer to sell, sale, import, or other transfer of DVD Disc that: (i) is a CSS Compliant Product; and (ii) was made under license from MEI, provided that (1) this paragraph only applies to those aspects of such DVD Discs which are present for the purpose of complying with the portions of the CSS Specifications pertaining to CSS; and (2) this section shall only apply to DVD Discs themselves, and shall not apply to any apparatus for the manufacture thereof.
- (c) **Termination of Suits.**
- (i) If Associate or any of its Controlled Companies asserts any Absolutely Necessary Claim(s) or Disc IP claim(s) in violation of the above provisions, Associate shall terminate or cause to be terminated such assertion of claim.
- (ii) In the case of an entity which is not a Controlled Company but in which Associate or any of its Controlled Companies holds any voting security or any other ownership interest (a "Partially Owned Company"), Associate shall not knowingly vote, and shall cause each Controlled Company not to vote, any voting security or ownership interest in any such Partially Owned Company in favor of asserting any claim which Associate would be prohibited from asserting hereunder. Associate agrees to use reasonable efforts to vote, and use reasonable efforts to cause each Controlled Company to vote, all voting securities and ownership interests in each Partially Owned Company to terminate any such claim(s). The termination of any such claim(s) under Absolutely Necessary Claim(s) or Disc IP claim(s), as the case may be, shall relieve Associate of all liability for voting in favor of such claim without knowledge that such claim(s) was under any Absolutely Necessary Claim(s) or Disc IP claim(s), as applicable.
- (d) **Patent License Offer.** Associate shall offer, and shall cause its Controlled Companies to offer, a patent license for any of its/their claims for which Relatively Necessary Claim(s) exist, provided that such license may be limited to Relatively Necessary Claim(s) that are within the scope of the other CSS Licensee's license from DVD CCA. Such license shall be made available on reasonable and non-discriminatory terms to any CSS Licensee in good standing and/or its Permitted Sublicensees. To the extent that a Relatively Necessary Claim that would otherwise be governed by this paragraph is subject to the Disc Immunity governed by Section (b), above, such Relatively Necessary Claim shall be governed by Section (b), above, rather than this paragraph.

(e) Applicability.

- (1) The provisions of this Attachment B related to Absolutely Necessary Claims and Relatively Necessary Claims shall apply with respect to the CSS Specifications in effect on the date on which this Agreement is entered and to any subsequent revision to CSS Specifications where Licensee has specifically agreed in writing to apply Attachment B to such revisions.
- (2) The covenant shall remain in effect for the life of any patent issued throughout the world with a first priority date prior to or during the term this Agreement.
- (3) Any executed patent license entered into pursuant to Section (d), above, shall survive the termination of this Agreement in accordance with its terms.
- (4) Notwithstanding the termination of this Agreement, the obligation to offer a patent license under Section (d), above, shall continue after such termination with respect to CSS Compliant Products that were made prior to, or are in production as of, the date of such termination for a license period ending not earlier than one (1) year after the termination of this Agreement.

(f) Definitions.

- (1) "Absolutely Necessary Claim" shall mean any claim(s) of patent(s) or patent application(s) which are infringed by the manufacture, import, use or sale of CSS Compliant Products because: (i) the CSS Specifications pertaining to CSS are read on by such claim(s); or (ii) products that, solely because of the requirement to implement the CSS Specifications pertaining to CSS, cannot be manufactured, used, distributed, offered to be sold, sold, imported, or otherwise transferred without infringing such claim(s).
- (2) "Controlled Company" shall mean any other entity that controls, is controlled by, or is under common control with another entity. "Control" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies with respect to the matters set out in this Attachment B.
- (3) "Disc IP" shall mean any copyright, trade secret, or other intellectual property inherent in the CSS Specifications pertaining to CSS or any patent claim(s) (including but not limited to any Absolutely Necessary Claims or Relatively Necessary Claims) relating to implementation of CSS in any DVD Disc.
- (4) "Relatively Necessary Claim" shall mean, any claim(s) of patent(s) or patent application(s), that: (i) are not Absolutely Necessary Claims; and (ii) with respect to which the implementation of all or any portions of the CSS Specifications pertaining to CSS involves a design-around to such patent claim(s) which would have a commercially significant effect on performance, manufacturability or manufacturing cost, although the cost of designing-around itself shall not be taken into account.

ATTACHMENT "A"
TO
ASSOCIATE LICENSE AGREEMENT

CSS CONTROLLED PRODUCTS AND SCHEDULE 3 PRODUCTS

Definitions:

"Schedule 2 Products":

Products which incorporate any part of the Contents Scramble System and which, in addition to other permitted outputs, has as an output for descrambled decompressed video in digital form.

"Schedule 3 Products":

- (ix) CSS Compliant Products which output previously CSS-scrambled data only in a Protected form.

"Protected"

A configuration in which a data stream or signal is not output except (i) via encrypted, scrambled, or otherwise secure link or method authorized hereunder either through a device's or component's authorized output or to the next component or device which in turn has an authorized output; or (ii) directly as uncompressed video data to a graphics subsystem via an internal computer path. For purposes of this definition, authorized outputs and methods hereunder are those referenced in sections 6.2.1.1, 6.2.1.3, 6.2.2, 6.2.4, and 6.2.5 of the CSS Procedural Specifications, including any upgrades or modifications thereto.

Example of Schedule 2 Products:

- ① A chip or software which has as its input CSS Scrambled data, and has as its output descrambled decompressed video in digital form.

Examples of Schedule 3 Products:

- ① A DVD player in which the only video output is an NTSC port with the mandated analog protection system. Other outputs may also be present if they are "protected" as defined here.
- ① A PC add-in card having NTSC outputs as above and descrambled decompressed video directed toward the target computer's graphics subsystem.
- ① A computer which releases CSS Video Data only via Protected outputs and otherwise meets the requirements of the Assembly Specification.

ATTACHMENT "B"
TO
ASSOCIATE LICENSE AGREEMENT

ACCESS TO INTELLECTUAL PROPERTY

1. **Absolutely Necessary Claim.** Associate shall not, and shall cause each of its Controlled Companies not to, assert any Absolutely Necessary Claim(s) allegedly contained in the portions of the CSS Specifications pertaining to CSS, against DVD CCA or any CSS Licensee (including its Permitted Sublicensees) or vendor, distributor, purchaser or other person in the chain of distribution for the manufacture, use, distribution, offer to sell, sale, import, or other transfer of a CSS Compliant Product which was made under license from DVD CCA, provided that this Attachment B only applies to those aspects of such CSS Compliant Product which are required for compliance with CSS Specifications and which cannot be implemented without infringing (but for this covenant) the Absolutely Necessary Claim(s) and further provided that this Covenant shall not apply with respect to an entity which is asserting an Absolutely Necessary Claim against Associate.
2. **Disc Immunity.** Associate shall not, and shall cause each of its Controlled Companies not to, assert any claim(s) based on Disc IP against any CSS Licensee who is a Content Provider, Authoring Studio, or DVD Disc Replicator or vendor, distributor, purchaser or other person in the chain of distribution for the manufacture, use, distribution, offer to sell, sale, import, or other transfer of DVD Disc that: (i) is a CSS Compliant Product; and (ii) was made under license from DVD CCA, provided that (1) this paragraph only applies to those aspects of such DVD Discs which are present for the purpose of complying with the portions of the CSS Specifications pertaining to CSS; and (2) this section shall only apply to DVD Discs themselves, and shall not apply to any apparatus for the manufacture thereof.
3. **Termination of Suits.**
 - (1) If Associate or any of its Controlled Companies asserts any Absolutely Necessary Claim(s) or Disc IP claim(s) in violation of the above provisions, Associate shall terminate or cause to be terminated such assertion of claim.
 - (2) In the case of an entity which is not a Controlled Company but in which Associate or any of its Controlled Companies holds any voting security or any other ownership interest (a "Partially Owned Company"), Associate shall not knowingly vote, and shall cause each Controlled Company not to vote, any voting security or ownership interest in any such Partially Owned Company in favor of asserting any claim which Associate would be prohibited from asserting hereunder. Associate agrees to use reasonable efforts to vote, and use reasonable efforts to cause each Controlled Company to vote, all voting securities and ownership interests in each Partially Owned Company to terminate any such claim(s). The termination of any such claim(s) under Absolutely Necessary Claim(s) or Disc IP claim(s), as the case may be, shall relieve Associate of all liability for voting in favor of such claim without knowledge that such claim(s) was under any Absolutely Necessary Claim(s) or Disc IP claim(s), as applicable.
4. **Patent License Offer.** Associate shall offer, and shall cause its Controlled Companies to offer, a patent license for any of its/their claims for which Relatively Necessary Claim(s) exist, provided that such license may be limited to Relatively Necessary Claim(s) that are within the scope of the other CSS Licensee's license from DVD CCA. Such license shall be made available on reasonable and non-discriminatory terms to any CSS Licensee in good standing and/or its Permitted Sublicensees. To the extent that a Relatively Necessary Claim that would otherwise be governed by this paragraph is subject to the Disc Immunity governed by Section (b), above, such Relatively Necessary Claim shall be governed by Section (b), above, rather than this paragraph.

5. Applicability.

- (1) The provisions of this Attachment B related to Absolutely Necessary Claims and Relatively Necessary Claims shall apply with respect to the CSS Specifications in effect on the date on which this Agreement is entered and to any subsequent revision to CSS Specifications where Licensee has specifically agreed in writing to apply Attachment B to such revisions.
- (2) The covenant shall remain in effect for the life of any patent issued throughout the world with a first priority date prior to or during the term this Agreement.
- (3) Any executed patent license entered into pursuant to Section (d), above, shall survive the termination of this Agreement in accordance with its terms.
- (4) Notwithstanding the termination of this Agreement, the obligation to offer a patent license under Section (d), above, shall continue after such termination with respect to CSS Compliant Products that were made prior to, or are in production as of, the date of such termination for a license period ending not earlier than one (1) year after the termination of this Agreement.

6. Definitions.

- (1) "Absolutely Necessary Claim" shall mean any claim(s) of patent(s) or patent application(s) which are infringed by the manufacture, import, use or sale of CSS Compliant Products because: (i) the CSS Specifications pertaining to CSS are read on by such claim(s); or (ii) products that, solely because of the requirement to implement the CSS Specifications pertaining to CSS, cannot be manufactured, used, distributed, offered to be sold, sold, imported, or otherwise transferred without infringing such claim(s).
- (2) "Controlled Company" shall mean any other entity that controls, is controlled by, or is under common control with another entity. "Control" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies with respect to the matters set out in this Attachment B.
- (3) "Disc IP" shall mean any copyright, trade secret, or other intellectual property inherent in the CSS Specifications pertaining to CSS or any patent claim(s) (including but not limited to any Absolutely Necessary Claims or Relatively Necessary Claims) relating to implementation of CSS in any DVD Disc.
- (4) "Relatively Necessary Claim" shall mean, any claim(s) of patent(s) or patent application(s), that: (i) are not Absolutely Necessary Claims; and (ii) with respect to which the implementation of all or any portions of the CSS Specifications pertaining to CSS involves a design-around to such patent claim(s) which would have a commercially significant effect on performance, manufacturability or manufacturing cost, although the cost of designing-around itself shall not be taken into account.

ATTACHMENT "C"
TO
ASSOCIATE LICENSE AGREEMENT

CSS ASSEMBLY SPECIFICATIONS

1 Generally. This CSS Assembly Specification is a subset of the general CSS Procedural Specification constituting those portions of Procedural Specification applicable to parties assembling Schedule 2 Products into Schedule 3 Products. Such parties should consult the portion of this document which relate to the product being manufactured and each of the components being assembled into it.

2 Section Numbers. The section numbers in Article 6 correspond to their counterpart sections in the CSS Procedural Specification. Accordingly, numbering is not continuous, and number breaks are indicated by the notation <Omitted>.

3-5 <Omitted>.

6 Design Rules

6.1 Coverage. <Omitted> A CSS Licensee shall be held fully responsible for non-compliance owing to the acts or omissions of its employees, directors, officers, agents and contractors.

6.2 Copy Protection. In order to provide continued protection for CSS Data, the following conditions must be observed by CSS Licensees with respect to access to, playback of, and transmission of CSS Data and/or analog signals constituting the content converted from CSS Data.

6.2.1 DVD Players. The following provisions are applicable to DVD Players in respect of their capabilities to read and playback CSS Data using internal decryption and decoding capabilities and related outputs to other free-standing products. To the extent that a device that is otherwise a DVD Player is also a DVD-ROM Drive, such a device shall [also] be subject to the rules applicable to DVD-ROM Drives set forth in Section 6.2.2, below, with respect to its functions as a DVD-ROM Drive.

6.2.1.1 Analog Outputs. In any transmission through an NTSC, YUV, SECAM, PAL, or RGB format analog output (including an S-video output for the listed formats and including transmissions to any internal recording device) of a signal constituting the content converted from CSS Data, DVD Players shall generate copy control signals and/or information in response to the instructions provided in the CSS Data. Technologies that meet this condition are:

(1) For NTSC analog outputs, the NTSC-format specifications for the Automatic Gain Control and Colorstripe copy control systems (contained in the document entitled "Definition of the Default Settings of the Macrovision Antitaping Process for DVD Products, Revision 1.0, July 5, 1997") and the CGMS-A specifications contained in IEC 1880 (for inclusion on Line 20) and in EIA-IS-702 (for inclusion on Line 21), provided that all three of such technologies must be utilized in order to meet this requirement;

(2) For PAL, SECAM or YUV outputs, the appropriate specifications (i) for the Automatic Gain Control copy control system (contained in the document entitled "Definition of the Default Settings of the Macrovision Autotaping Process for DVD Products, Revision 1.0 July 5, 1997") and (ii) the CGMS-A specifications contained in IEC 1880 (for inclusion on Line 20) and in EIA-IS-702 (for inclusion on Line 21) for YUV outputs and in ETS 300294 for PAL and SECAM outputs, provided that both of these technologies must be utilized in order to meet this requirement.

(3) For devices using a SCART connector, the Automatic Gain Control specifications for the composite signal carried by that connector, provided that the connector must be configured so that the component signal carried by the connector must always be accompanied by a composite signal and such composite signal must provide the synchronization for the component signal.

(4) For other RGB or other analog outputs not specified above, DVD Players shall not transmit through such analog outputs a signal constituting the content converted from CSS Data until such time as these Specifications are amended by the Licenser to provide for an

adequate copy control system for use with such outputs.

6.2.1.2 Digital Video Outputs. DVD Players shall not transmit (through any outputs, including transmission to any internal recording device) CSS Video Data in any form (scrambled or descrambled) until such time as these CSS Specifications are amended by the Licensor to provide for an adequate copy control system for use with such outputs.

6.2.1.3 Digital Audio Outputs. DVD Players shall not transmit CSS Audio Data unless (1) such data are descrambled, (2) such data are transmitted using a compressed audio format or using Linear PCM format in which the transmission information is sampled at no more than 48 khz and no more than 16 bits, and (3) such transmission carries Serial Copy Management System information in the manner specified for the relevant transmission format, including either SCMS information converted from the copy protection information contained on the DVD Disc containing the CSS Data or SCMS information sufficient to prevent copying by a digital audio recording device subject to the Audio Home Recording Act. DVD Players may make other transmissions of CSS Audio Data at such time as the Specifications are amended by the Licensor to provide an adequate copy control system for use with such transmissions. Until such time as these Specifications are amended to provide for audio transmissions using a "secure bus" technology, with regard to transmissions in the Linear PCM format, a DVD Player may transmit information sampled at no more than 48 khz and 16 bits regardless of the recorded levels encoded on a DVD Disc. Any DVD Player manufactured on or after the effective date of any amendment allowing for audio transmissions using a "secure bus" technology may not transmit audio content originally recorded on the disc at a sample rate greater than 48 khz except as provided in the amendment with respect to such "secure bus" technology.

6.2.1.4 Regional Code Playback Control. DVD Players shall implement regional code playback controls so that CSS Data are not played back except in accordance with the regional code instructions contained on the prerecorded DVD Disc. DVD Players may play back such data only if the data are coded for playback in the same geographic region for which the DVD Player is itself designated, including coding that provides for playback in multiple regions where one of such regions is the designated region for the DVD Player on which the disk is to be played back. Licensee shall take all steps necessary to ensure that the geographic setting for a DVD Player can only with difficulty be defeated or circumvented using professional equipment or skills.

6.2.1.5 Recordable Media Playback Control. DVD Players shall refuse to play back recordable (whether write-once or rewritable) DVD Discs containing digital source code indicating that the content was never to be copied. DVD Players shall also refuse to perform CSS descrambling functions with respect to any content contained on a recordable (whether write-once or rewritable) DVD Disc.

6.2.2 DVD-ROM Drives. If a DVD-ROM Drive is equipped with internal decryption and decoding capabilities and may be connected through its outputs to other free-standing products, such a DVD-ROM Drive shall be treated as a DVD Player for the purpose of such capabilities and outputs and shall be subject to the requirements of Section 6.2.1, above. With respect to the operation of a DVD-ROM Drive in conjunction with a connected computer, the following requirements shall apply.

6.2.2.1 Digital Outputs. A DVD-ROM Drive shall not transmit CSS Data except using the CSS authentication technology and supplemental CSS key encryption technology where such authentication and supplemental encryption technology is implemented in connection with a Decoder Card or Decoder Software that is part of an integrated computer system to which the DVD-ROM Drive is connected. These technologies are designed to ensure that the destination product is a CSS licensed, compliant product and to ensure that CSS Data as transmitted from the DVD-ROM Drive to any such compliant device remain in the scrambled form as on the DVD Disc and are further protected through use of additional encryption for the keys as they are transmitted to such compliant product. If authentication is attempted and fails, the DVD-ROM Drive shall not transmit CSS Data.

6.2.2.2 Regional Code Playback Control.

(1) Phase I Control. For all Phase I DVD-ROM Drives, the regional code playback instructions contained on a DVD Disc shall be implemented for DVD-ROM Drives through hardware or software closely coupled with the hardware and/or software modules responsible for the authentication function and for the descrambling of the CSS Data. As used in the previous sentence, "closely coupled" shall mean that the hardware or software that supports the regional playback control function does not support substitution of hardware and/or software modules that will circumvent the regional playback control capability but continue to

allow playback. In the case of Operating System Software which fully supports regional playback control, "closely coupled" shall mean that the software that supports the regional playback control function will also perform critically necessary functions for the playback of regionalized movies and thus will be difficult to re-engineer, replace or modify in order to circumvent regional playback control. The regional code implementation shall disallow playback unless the region setting of the DVD Disc is consistent with the region setting of the regional playback control module. End users shall not be permitted to alter the region assignment of the regional playback control module once such region assignment has been set.

(2) Phase II Control. For all Phase II DVD ROM Drives, regional playback control systems must be implemented in hardware in which the region setting must be either a programmed element of the DVD ROM Drive firmware or fixed in the DVD ROM Drive hardware. The Phase II regional playback control system may allow (i) the end user to directly set the region a maximum of five times, and (ii) a maximum of five reinitializations of end-user's ability to directly set the region five times, provided that such reinitializations may be accomplished only using a secure method based on specialized equipment available only to authorized service or manufacturing centers. Hence, the total number of drive region resets available to an individual user must be no more than 25. Renewal of a drive to be provided to a new user may be done only by a DVD-ROM drive manufacturer thereby allowing the user direct setting and reinitialization process described in the previous sentence to be started again for the new user.

(3) Effective Dates and Transition Rules. Phase I implementations shall be allowed for any DVD-ROM Drive shipped on or before December 31, 1998, except that the implementation requirements for Phase I shall not apply to any DVD-ROM Drive manufactured on or before September 30, 1997, if such DVD-ROM Drive implements the regional code playback requirements in firmware incorporated in the drive itself. Phase II implementations shall be permitted at any time and are required with respect to any DVD-ROM Drive shipped after December 31, 1998, provided that with respect to any DVD-ROM Drive shipped on or before December 31, 2001, the regional playback control must be implemented only in a manner that either is incompatible with Phase I implementations of DVD-ROM Drives or includes software which supports the Phase I implementation approach.

6.2.2.3 Recordable Media Playback Control. DVD-ROM Drives shall refuse to play back recordable (whether write-once or rewritable) DVD Discs containing digital source code indicating that the content was never to be copied. DVD-ROM Drives shall also refuse to perform CSS authentication and descrambling functions with respect to any content contained on a recordable (whether write-once or rewritable) DVD Disc.

6.2.3 DVD Decoder Cards or Decoder Software. If a DVD Decoder Card may be connected through analog outputs to other products not operated as part of the same device or system of which the Decoder Card is a part in the absence of such connection, such a DVD Decoder Card shall be treated as a DVD Player for the purpose of such outputs and shall be subject to the output requirements in Sections 6.2.1.1, above, except (1) the requirements in Section 6.2.1.1(4) related to computer monitor RGB applications (e.g., SVGA) shall not apply; and (2) the CGMS-A requirements in Sections 6.2.1.1(1) and (2) shall not apply. With regard to other functions of DVD Decoder Cards, the following requirements shall apply. With respect to Decoder Software, the following requirements apply where so indicated. Comprehensive requirements affecting Decoder Software are provided in Section 6.2.4.

6.2.3.1 Authentication Technology. DVD Decoder Cards or Decoder Software shall implement the authentication technology to ensure that such Cards or Software engage in the correct exchange with DVD-ROM Drives in order to permit the DVD-ROM Drive to transmit the scrambled data and encrypted keys originating in a DVD Disc scrambled with CSS to the DVD Decoder Card or Decoder Software. Decoders shall implement the authentication technology such that the DVD Keys used for CSS Descrambling are only received by the Descrambler via the Authenticator.

6.2.3.2 Digital Video Outputs or Transmissions. DVD Decoder Cards shall not permit the provision of descrambled CSS Video Data through digital connections, except where such connections are linked with, or where such CSS Video Data are directed by such decoder to, either (1) to graphics subsystems or display devices that are part of the computer device or system into which the Decoder

Card is intended to be inserted or (2) with devices that store the data on a temporary basis solely as a necessary part of the original playback and display of the content of which the data are a part and that are themselves linked with graphics subsystems or display devices that are part of the same computer device or system into which the Decoder Card is intended to be inserted. Licensee should be aware that these requirements are expected to be modified to reflect the results of work Licenser has undertaken with other parties.

6.2.3.3 Digital Audio Outputs. DVD Decoder Cards or Decoder Software shall not transmit externally or support the external transmission of CSS Audio Data unless (1) such data are descrambled, (2) such data are transmitted using a compressed audio format or using Linear PCM format in which the transmission information is sampled at no more than 48 khz and no more than 16 bits, and (3) such Decoder Cards or Decoder Software does not actively strip out or actively alter any Serial Copy Management System information contained in the CSS Audio Data. DVD Decoder Cards or Decoder Software may make or support other transmissions of CSS Audio Data at such time as the CSS Specifications are amended to provide an adequate copy control system for use with such transmissions. Until such time as these Specifications are amended to provide for audio transmissions using a "secure bus" technology, with regard to transmissions in the Linear PCM format, a DVD Decoder Card may transmit or Decoder Software may support transmission sampled at no more than 48 khz and 16 bits regardless of the recorded sampling rate or bit length encoded on a DVD Disc. Any DVD Decoder Card or Decoder Software manufactured on or after the effective date of any amendment allowing for audio transmissions using a "secure bus" technology may not transmit or support transmission of audio content originally recorded at a sample rate greater than 48 khz except as provided in the amendment with respect to such "secure bus" technology.

6.2.4 Software Authentication and Descrambling. The following provisions apply to implementations of authenticators and/or descramblers in software.

6.2.4.1 All implementations of authenticators and descramblers shall include features clearly designed to effectively frustrate each of the following:

- (1) attempts to defeat the copy protection functions related to such authenticators or descramblers;
- (2) attempts to discover decrypted confidential CSS keys embodied therein;
- (3) attempts to discover Highly Confidential CSS algorithms.

6.2.4.2 Specifically, such implementations shall include all of the characteristics set forth in paragraphs (1), (2), and (3) of this Section 6.2.4.2 which shall be implemented in a way that it is reasonably certain they: cannot be defeated or circumvented using widely accessible tools such as but not limited to debuggers, decompilers, or similar software development products; and can only with difficulty be defeated or circumvented using professional computer engineering equipment such as, but not limited to, in-circuit emulators, logic analyzers, or chip disassembly systems. Such implementations shall:

- (1) Protect confidential keys and algorithms against being revealed without explicit and proper authorization. Any method of achieving this result may be used including but not limited to: encryption, execution of a portion of the implementation in ring zero or supervisor mode, and/or embodiment in a secure physical implementation; and in every case of implementation in software, using techniques of obfuscation to disguise and hamper attempts to discover the approaches used;
- (2) Have the authenticator, descrambler, and decoder be designed and associated and otherwise integrated with each other to protect the flow of unscrambled content between them against being intercepted and copied. This provision requires that unscrambled compressed data representing video content or keys initially encrypted using CSS not be carried on a user accessible bus. A "user accessible bus" means a data bus which is designed for end user upgrades or access such as PCI, PCMCIA, or Cardbus, but not memory buses, CPU buses, and similar portions of a device's internal architecture;
- (3) Design the implementation so as to perform self-checking of the integrity of its component parts such that unauthorized modifications will be expected to result in a failure of the implementation to provide the authorized authentication and/or descrambling function. For the purpose of this provision, a "modification" includes any change in, or disturbance or

invasion of features or characteristics, or interruption of processing, relevant to Sections 6.2.4.2 (1) and/or (2), above. In the case of implementations in software, this provision requires at a minimum the use of "signed code" or more robust means of tagging operating throughout the code.

6.2.5 Integrated Products.

6.2.5.1 Compliance with Requirements Applicable to Incorporated Devices. To the extent an Integrated Product incorporates a DVD Player, DVD-ROM Drive, Authenticator, Descrambler, or DVD Decoder, such Integrated Product shall comply with the requirements applicable to each component incorporated.

6.2.5.2 Outputs or Connections Not Part of Incorporated Devices.

(1) Digital Outputs or Connections.

(a) Video. Integrated Products that include digital outputs or connections that are not part of incorporated DVD Products must not permit the provision of descrambled CSS Video Data through such outputs or connections, except where such outputs or connections are linked with, or where such CSS Video Data are directed to, either (1) display devices that are part of the same Integrated Product or (2) devices that store the data on a temporary basis solely as a necessary part of the original playback and display of the content of which the data are a part and that are themselves linked with display devices that are part of the same Integrated Product. Licensee should be aware that these requirements are expected to be modified to reflect the results of the work Licensor has undertaken with other parties.

(b) Audio. Integrated Products shall not transmit CSS Audio Data unless (1) such data are descrambled, (2) such data are transmitted using a compressed audio format or using Linear PCM format in which the transmission information is sampled at no more than 48 khz and no more than 16 bits, and (3) such Integrated Products or systems do not actively strip out or actively alter any Serial Copy Management System information contained in the CSS Audio Data. Integrated Products may make other transmissions of CSS Audio Data at such time as the CSS Specifications are amended to provide an adequate copy control system for use with such transmissions. Until such time as these CSS Specifications are amended to provide for audio transmissions using a "secure bus" technology, with regard to transmissions in the Linear PCM format, an Integrated Product may transmit information sampled at no more than 48khz and 16 bits regardless of the recorded levels encoded on a DVD Disc. Any Integrated Product manufactured on or after the effective date of any amendment to these CSS Specifications allowing for audio transmissions using a "secure bus" technology may not transmit audio content originally recorded at a sample rate greater than 48 khz except as provided in the amendment with respect to such "secure bus" technology.

(2) Analog Outputs. Integrated Products that incorporate analog outputs that are not part of incorporated DVD Products must, in any transmission through an NTSC, YUV, SECAM, PAL, or RGB format analog output (including an S-video output for listed formats) of a signal constituting the content converted from CSS data, generate copy control signals and/or information in response to the instructions provided in the digital data on a prerecorded DVD Disc. Technologies that meet this condition are:

(a) For NTSC analog outputs, the NTSC-format specifications for the Automatic Gain Control and Colorstripe copy control systems (contained in the document "Definition of the Default Settings of the Macrovision Antitaping Process for DVD Products, Revision 1.0, July 5, 1997") provided that both of these technologies must be utilized in order to meet this requirement;

(b) For YUV, PAL or SECAM outputs, the YUV-format, PAL-format or SECAM-format specifications, respectively, for the Automatic Gain Control copy control system (contained in the document entitled "Definition of the Default Settings of the Macrovision Antitaping Process for DVD Products, Revision 1.0, July 5, 1997").

(c) For devices using a SCART connector, the Automatic Gain Control specifications for the composite signal carried by that connector, provided that the connector must be configured so that the component signal carried by the connector must always be accompanied by a composite signal and such composite signal must provide the

synchronization for the component signal.

(d) For other RGB outputs or other analog outputs not specified above that are part of an Integrated Product for which CSS Data is decrypted and decoded by a DVD Player, such integrated product or system shall not transmit through such analog outputs the content converted from CSS Data until such time as the specifications are amended by the Licensor;

(e) Licensee understands that a system for content marking will be considered for evaluation and adoption within these CSS Specifications and, if the CSS Specifications are amended to incorporate such system, Licensee agrees to utilize such system in the analog outputs of its Integrated Products manufactured on or after the effective date of the revision incorporating such system, provided that such revision shall be adopted in accordance with this Agreement;

(f) No provision of this section shall be interpreted to limit the ability of Integrated Products to be connected with computer monitor display devices, for example, RGB-SVGA or VGA or similar proprietary video signals or the ability of Integrated Products that are in compliance with this Agreement to display on such monitor display devices content originally encrypted using CSS.

6.2.6 **Changes in Copy Control, Regional Code, and Related Technologies.** LICENSEE IS HEREBY NOTIFIED THAT THERE ARE UNDER ACTIVE CONSIDERATION MODIFICATIONS TO THE SPECIFICATION WHICH MAY AFFECT THE ABILITY TO MAKE OR SELL CERTAIN PRODUCTS. THESE AREAS INCLUDE:

- (a) copy control technologies for RGB outputs, digital video and audio outputs, and non-RGB analog outputs;
- (b) a system for marking and recognizing such marking of content ("watermarking") for purposes of content access and/or playback control.

6.2.7 LICENSEE IS HEREBY NOTIFIED THAT CERTAIN TECHNOLOGIES NECESSARY TO IMPLEMENT CERTAIN COPY CONTROL REQUIREMENTS ARE PROPRIETARY TO COMPANIES NOT SUBJECT TO THIS LICENSE AND THAT THIS LICENSE PROVIDES NO GRANT OF AUTHORITY TO USE SUCH TECHNOLOGIES.

6.2.8 **Effective Dates.**

6.2.8.1 **General.** Except as provided below, the requirement to generate copy control information or signals shall be effective immediately for DVD Players and DVD-ROM Drives and shall be effective with respect to devices manufactured on or after April 1, 1998 with respect to analog outputs on a DVD Decoder Card and the analog outputs of an integrated computer product incorporating DVD products.

6.2.8.2 <omitted>

6.2.8.3 Requirements applicable to outputs in the YUV, PAL, SECAM, or SCART formats shall be effective as soon as practical for each Licenser but in no event later than July 1, 1998.

6.2.8.4 <omitted>

6.2.9 **Definitions.** The following definitions shall be effective with regard to the use of the defined terms in Section 6.2.

6.2.9.1 "CSS Data" shall mean the digital data originally scrambled on a DVD Disc using CSS, irrespective of its form of fixation or transmission, including, but not limited to, optical, electronic, and radio frequency.

6.2.9.2 "CSS Audio Data" shall mean CSS Data representing the sounds accompanying CSS Video Data in an audio-visual work.

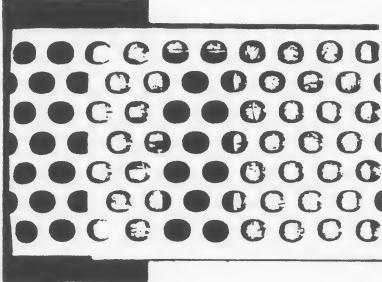
6.2.9.3 "CSS Video Data" shall mean the CSS Data representing the visual images in an audio-visual work.

6.2.10 Licensee shall not produce or sell devices or software under color of this Agreement where such devices or software are designed to circumvent requirements of this Section 6.2.

Tc - Liz Voskenian

1130 AM
6-14-00

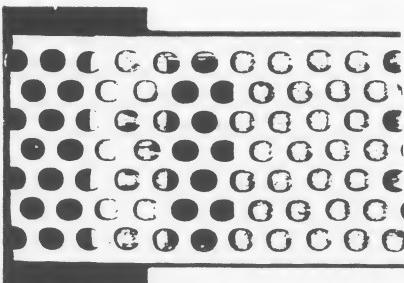
- told her final license is expected this month
- deadline has moved several times - since 10/86!
- we will send notice when final becomes available.
- they don't need to do anything until then



Tc Lir Voskendar 4/6-00
354 p

- called re to whether excul &
docs were recd

- I confirmed & said
CSIA & cert
shipped yesterday.



DVD CCA 202515
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY



48401 Fremont Blvd.
Fremont, CA 94538
(510) 492-1775
(510) 492-1800 fax

received
4.7.00

April 3, 2000

DVD Copy Control Association
225 B Cochrane Circle
Morgan Hill, CA 95037

Attention: Rod Djukich

Re: CSS Interim Associate License Agreement

Dear Mr. Djukich:

Please find enclosed 2 (two) sets of signed copies of the interim CSS Associate License Agreement, one for "Assemblers", and the other for "Resellers".

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that appears to read "Tai Nguyen".

Tai Nguyen
V.P. of Business Development, Vialta.com, Inc.

Enclosures

DVD CCA 202516
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

VICTA

Tc-Liz Voskanian

3-28-00

2:30

- inquired about license agreement
- I sent it on 3-22-00.
- + should receive it anytime

DVD CCA 202517
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

IMPORTANT MESSAGE

FOR Rod

DATE 3/24 TIME 12:47 AM

M liz Voskanian - Telling

OF Violeta

PHONE 510-492-1773

| | | |
|---------------------------------|--------|-----------------|
| AREA CODE | NUMBER | EXTENSION |
| <input type="checkbox"/> FAX | | |
| <input type="checkbox"/> MOBILE | | |
| AREA CODE | NUMBER | TIME TO CALL |
| TELEPHONED | X | PLEASE CALL |
| CAME TO SEE YOU | | WILL CALL AGAIN |
| WANTS TO SEE YOU | | RUSH |
| RETURNED YOUR CALL | | WILL FAX TO YOU |

MESSAGE

CSS license

3-24-01

1:20 pm - called her back &
left a message

RT.

SIGNED

TOPS FORM 4005
LITHO IN U.S.A.

DVD CCA 202518
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY



48401 Fremont Blvd., Fremont CA 94538
Tel: 510-492-1088 Fax: 510-492-1800

FAX COVER SHEET

Number of Pages Total: 2

Date: 3/13/2000

To: _____

From: Shirley Yuan

Comp: DVD CCA

Dept.: Vialta.com

Subject: ccs licensing

Phone: 510-492-1776

Fax #: 408-779-9291

Fax #: 510-492-1800

Message:

Dear Mr. / Mrs. / Ms.

This is Shirley Yuan, a project coordinator at Vialta.com. Attached please find the request for for ccs licensing inquiry sheet. would you please send us the inquiry sheet ASAP ?: Thank

The documents accompanying this facsimile transmission containing information from Vialta.com Inc. are for the sole use of the above individual or entity and may be privileged, confidential and exempt from disclosure under law. Any other dissemination, distribution or copying of the communication is strictly prohibited. Please notify us immediately by telephone if you are not the intended recipient and return the original message to us at the above address.

FF-8.22

DVD CCA 202519
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY



Interim CSS Technology License

Application Interim CSS Technology License.

For DVD Disc Formatters Manufacturers, DVD Player Manufacturers, DVD-ROM Drive Manufacturers, DVD Decoder Manufacturers, Descramble Module Manufacturers, Authentication Chip Manufacturers, Authenticator Manufacturers for DVD Decoder

Instructions:

1. Type information in fields below (* required)
2. Form may be either submitted via this web site, e-mailed to CSS-License@DVDCCA.org, or faxed to: (408) 779-9291

| | |
|------------------|----------------------------|
| Company Name:* | VIAITA.COM |
| Subsidiary of: | ESS TECHNOLOGY, INC. |
| Address1:* | 48401 Fremont Blvd. |
| Address2: | |
| City:* | Fremont |
| State/Province:* | California |
| Postal Code:* | 94538 |
| Country:* | USA |
| Telephone:* | 510-492-1775 |
| Fax: | 510-492-1800 |
| Email Address:* | tai.nguyen@Viaita-inc.com |
| First Name:* | Tai |
| Last Name:* | Nguyen |
| Title:* | VP of business development |

MAR-10-2000 FRI 11:11 AM VIALTA.COM

FAX NO. 4921800

P. 02/02

Sent 3/10/00



Interim CSS Technology License

Application Interim CSS Technology License.

For DVD Disc Formatters Manufacturers, DVD Player Manufacturers, DVD-ROM Drive Manufacturers,
DVD Decoder Manufacturers, Descramble Module Manufacturers, Authentication Chip Manufacturers,
Authenticator Manufacturers for DVD Decoder

Instructions:

1. Type information in fields below (* required)
2. Form may be either submitted via this web site, e-mailed to CSS-License@DVDCCA.org, or faxed to: (408) 779-9291

| | |
|------------------|----------------------------|
| Company Name:* | VIALta.com |
| Subsidiary of: | Ess Technology, Inc. |
| Address1:* | 48401 Fremont Blvd. |
| Address2: | |
| City:* | Fremont |
| State/Province:* | California |
| Postal Code:* | 94538 |
| Country:* | USA |
| Telephone:* | 510 - 492 - 1775 |
| Fax: | 510 - 492 - 1822 |
| Email Address:* | tai.nguyen@vialta-inc.com |
| First Name:* | Tai |
| Last Name:* | Ngu yen |
| Title:* | VP of business development |



48401 Fremont Blvd., Fremont CA 94538
Tel: 510-492-1088 Fax: 510-492-1800

FAX Cover Sheet

Number of Pages Total: 2

Date: 3/10/2000

To: DVD.CCA
Comp: DVD.CCA
Subject: css licensing
Fax #: 408-779-9291

From: Shirley Yuan
Dept.: Vialta Platform
Phone: 510-492-1776
Fax #: 510-492-1800

Message:

Dear Mr./Mrs./Ms.

This is Shirley Yuan, a project coordinator at Vialta!
Attached please find the request form for css licensing
inquiry sheet. We are looking forward to getting
the inquiry sheet soon! Thanks!

The documents accompanying this facsimile transmission containing information from Vialta.com Inc., are for the sole use of the above individual or entity and may be privileged, confidential and exempt from disclosure under law. Any other dissemination, disclosure or copying of this communication is strictly prohibited. Please notify us immediately by telephone if you are not the intended recipient, and return the original message to us at the above address.

FF 3.22

DVD CCA 202522
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

DVD Copy Control Association
225 B Cochrane Circle
Morgan Hill, CA 95037

Tel: (408) 776-2014
Fax: (408) 779-9291
Web Site: <http://www.dvdcca.org>

RECEIPT OF DOCUMENT(S)

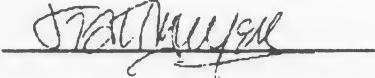
DOCUMENT:

Interim CSS Associate License Agreement (1 of 2 counter-signed originals for your files)
(for "Integrated Product Manufacturer")
Interim CSS Associate License Certificate
(for "Integrated Product Manufacturer")

RECEIVED BY:

COMPANY: ViAlta

NAME: Tai Nguyen
(Please Print)

SIGNATURE: 

DATE: 4/7/00

DISTRIBUTED BY:

COMPANY: DVD Copy Control Association

NAME: Rod Djukich

SIGNATURE: 

DATE: 4/5/00

AIRBILL TRACKING NO.: _____ (if courier is used for shipment)

ATTENTION RECEIVER:

UPON RECEIPT OF THE ENCLOSED ITEMS(S), PLEASE RETURN THIS ACKNOWLEDGMENT OF RECEIPT TO DVD CCA VIA FAX, ALONG WITH YOUR PRINTED NAME, DATE and SIGNATURE



48401 Fremont Blvd., Fremont CA 94538
Tel: 510-492-1088 Fax: 510-492-1800

FAX Cover Sheet

Number of Pages Total: 2 Date: 3/22/00

To: Rod Djukich From: Tai Nguyen
Comp: _____ Dept.: _____
Subject: _____ Phone: 510-492-1775
Fax #: 408-779-9291 Fax #: 510-492-1800

Message: See attachment.

The documents accompanying this facsimile transmission containing information from ViAlta.com Inc., are for the sole use of the above individual or entity and may be privileged, confidential and exempt from disclosure under law. Any other dissemination, distribution or copying of this communication is strictly prohibited. Please notify us immediately by telephone if you are not the intended recipient and return the original message to us at the above address.

FF-B 22

DVD CCA 202524
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

DVD Copy Control Association
225 B Cochrane Circle
Morgan Hill, CA 95037

Tel: (408) 776-2014
Fax: (408) 779-9291
Web Site: <http://www.dvdcca.org>

RECEIPT OF DOCUMENT(S)

DOCUMENT:

interim CSS Associate License Agreement (for "Integrated Product Manufacturer") (1 of 2 counter-signed originals for your files)
interim CSS Associate License Certificate (for "Integrated Product Manufacturer")

RECEIVED BY:

COMPANY: ViAlta

NAME:

(Please Print)

SIGNATURE: _____

DATE: _____

DISTRIBUTED BY:

COMPANY: DVD Copy Control Association

NAME: Rod Djukich

SIGNATURE: 

DATE: 4/5/00

AIRBILL TRACKING NO.: _____ (if courier is used for shipment)

DVD CCA 202525
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

ATTENTION RECEIVER:

UPON RECEIPT OF THE ENCLOSED ITEMS(S), PLEASE RETURN THIS ACKNOWLEDGMENT OF RECEIPT TO DVD CCA VIA FAX, ALONG WITH YOUR PRINTED NAME, DATE and SIGNATURE